

Notice of Public Meeting  
Wapello Community School District  
You are hereby notified that the Board of Directors will meet:  
February 21, 2018  
7:00 pm  
Central Administration Office – 406 Mechanic

Agenda

1. Call to Order (action)
2. Roll Call (action)
3. Approval of Agenda (action)
4. Community Forum (information)
  
5. New Business
- a. Consideration to Approve List of Proposed Fundraisers (action)
- b. Consideration Approve Resolution Authorizing  
and Approving Loan Agreement (action)
- c. Discussion of Potential Reductions for 2018-19 (information)

Adjournment

Item 11a

Object: Consideration to Approve List of Proposed Fundraisers

Background: Any we have received are included in the packet.

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Item 11b

Object: Consideration Approve Resolution Authorizing and Approving Loan Agreement

Background: This is needed to finalize our loan for our new buses

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## RESOLUTION

Resolution authorizing and approving a loan agreement, providing for the issuance of a \$346,791.22 Secure an Advanced Vision for Education (SAVE)/ Physical Plant and Equipment Levy (PPEL) Revenue Note and providing for the levy of taxes to pay the same.

WHEREAS, Wapello School District (the "School District"), in the County of Louisa (the "County"), State of Iowa, is entitled to receive proceeds of a SAVE/PPEL tax, and the School District desires to enter into a SAVE/PPEL Revenue Loan Agreement (the "Loan Agreement") and borrow money in a principal amount not to exceed \$346,791.22 for the purpose of paying the cost of the purchase/lease of school buses, and pursuant and notice duly published, and

WHEREAS, it is necessary at this time to authorize and approve the Loan Agreement and to make provision for the issuance of a \$346,791.22 Note (the "Note") in evidence of the obligation of the School District under the Loan Agreement;

WHEREAS, pursuant to request for bids, the bid of State Bank of Wapello, Wapello, Iowa (the "Lender") was approved by the Board on January 10, 2018;

NOW, THEREFORE, Be It Resolved by the Board of Directors of the Wapello Community School District, as follows:

Section 1. The bid referred to in the preamble hereof is hereby accepted and, the School District determines to enter into the Loan Agreement with the State Bank of Wapello, Wapello, Iowa, as lender (the "Lender"), providing for a loan to the School District in the principal amount of \$346,791.22 for the purpose set forth in the preamble hereof.

The President and Secretary of the Board are hereby authorized and directed to sign the Loan Agreement on behalf of the School District, and the Loan Agreement is hereby approved.

Section 2. The Board Secretary is hereby designated as the Registrar and Paying Agent for the Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent".

Principal of the Note shall be payable in installments as set forth in the Note. The Note bears interest at 2.6% per annum.

Accrued interest on the Note shall be payable as set forth in the Note. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The School District reserves the right to prepay principal of the Note in whole or in part at any time prior to and in inverse order of maturity on terms of par and accrued interest. All principal so prepaid shall cease to bear interest on the prepayment date.

The Note shall be executed on behalf of the School District with the official manual or facsimile signature of the President of the Board and attested with the official manual or facsimile signature of the Board Secretary, and shall be fully registered without interest coupons.

In case any officer whose signature or the facsimile of whose signature appears on the Note shall cease to be such officer before the delivery of the Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Note and the interest thereon and any additional bonds, notes or other obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional bonds, notes or other obligations are hereinafter sometimes referred to as the "Parity Bonds"), shall be payable solely from the funds heretofore referred to. The Note shall not be a general obligation of the School District, and under no circumstances shall the School District be in any manner liable by reason of the failure of the designated tax revenues to be sufficient for the payment in whole or in part of the Note and the interest thereon.

The Note shall be fully registered as to principal and interest in the names of the owners on the registration books of the School District kept by the Registrar, and after such registration, payment of the principal and interest thereof shall be made only to the registered owners, their legal representatives or assigns. The Note shall be transferable only upon the registration books of the School District upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Note may be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 3. The Note shall be in substantially the following form:

Section 4. The School District hereby covenants and agrees with the owner or owners of the Bonds, or any of them, as follows:

(a) The School District will keep or cause to be kept books and records showing the proceeds of the heretofore mentioned tax revenues, in which complete entries shall be made in accordance with standard principles of accounting, and any owner of any of the Note shall have the right at all reasonable times to inspect such books and records.

(b) The School District shall, to the extent permitted by law, defend the validity and legality of this Resolution and the heretofore mentioned tax revenues against all claims, suits and proceedings which would diminish or impair the tax revenues as security for the Note.

(c) The School District, acting by and through its officers, or otherwise, shall faithfully and punctually perform, or caused to be performed, all duties with respect to the SAVE/PPEL tax revenues required by the Iowa Constitution and laws of the State of Iowa and the various resolutions and contracts of the School District, including without limitation, the proper segregation of the proceeds of the tax revenues and their application from time to time to the respective funds provided therefor.

(d) At any and all times the School District shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurance as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular, the tax revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the School District may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Resolution. The School District, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the tax revenues and other funds and accounts pledged hereunder and all the rights of every owner of any of the Note against all claims and demands of all persons whomsoever.

(e) The School District, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Note according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any registered owner of any Note or other security payable from the SAVE/PPEL might be prejudicially and materially impaired or diminished.

(f) Each School District officer or employee having custody of any of the said tax revenues, or responsible for their handling, shall be bonded at all times, which bonds shall be conditioned upon the proper application of said money.

(g) The Board of Directors of the School District shall approve and conduct operations pursuant to a budget of revenues and current expenses for each fiscal year. Such budget shall take into account revenues and current expenses during the current and last preceding fiscal years. Copies of such budget and any amendments thereto shall be mailed to the Lender upon request.

Notwithstanding anything in this section to the contrary, none of the foregoing covenants of the School District with respect to the SAVE/PPEL Tax Revenues shall obligate the School District to undertake or perform any duty, task or obligation to be performed by the State of Iowa or the County or its Board of Supervisors under the terms of any provision of the Code of Iowa, as from time to time amended.

Section 5. Except as herein expressly limited, the owner or owners of the Note shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of their Note and the interest thereon and of the pledge of the SAVE/PPEL tax revenues and of all covenants of the School District hereunder.

Section 6. The School District will issue no other obligations of any kind or nature payable from or enjoying a lien or claim on the SAVE/PPEL tax revenues having priority over the Note.

Parity Bonds or other obligations may be issued on a parity and equality of rank with the Note with respect to the lien and claim of such Parity Bonds to the SAVE/PPEL tax revenues and the money on deposit in the funds created hereunder, with the consent of the Lender.

The School District may issue or incur subordinate debt or obligations which are wholly subordinate and junior in right of payment to any and all of the Note, without restriction.

Section 7. The provisions of this Resolution shall constitute a contract between the School District and the owners of the Note as may from time to time be outstanding, and after the issuance of the Note, no change, variation or alteration of any kind of the provisions of this Resolution shall be made except as herein provided, until such time as the Note and the interest due there shall have been satisfied and discharged as provided in this Resolution.

Section 8. For any one or more of the following purposes, without the consent of or notice to the owners of the Note, and at any time or from time to time this Resolution may be amended, modified or supplemented by the School District:

- (a) to cure any ambiguity or formal defect or omission in this Resolution;
- (b) to grant to or confer for the benefit of the owners of the Note any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the owners of the Note;
- (c) to assign and pledge under this Resolution additional revenues, properties or collateral as permitted by law;
- (d) to modify, amend or supplement this Resolution in such manner as to permit continued compliance with the provisions of the Internal Revenue Code in order to maintain the tax exempt status of any tax-exempt obligations;
- (e) to provide for the issuance or incurrence of Parity Bonds; and

(f) to make any other change that, in the judgment of the School District, does not materially adversely affect the rights of any of the owners of the Note.

Section 9. In addition to amendments to this Resolution authorized herein, this Resolution may be amended from time to time if such amendment shall have been consented to by the holders of the Note to:

(a) Make any change in the maturity or interest rate of the Note, or modify the terms of payment of principal or interest on the Note or any of them or impose any conditions with respect to such payments;

(b) Materially affect the rights of the holders of the Note; and

(c) Reduce the percentage of the principal amount of the Note.

Whenever the School District shall propose to amend or modify this Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be mailed to the Lender at the addresses appearing on the registration books of the School District held by the Registrar. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the Board Secretary.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 10. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Note, or any of them, in any one or more of the following ways:

(a) By paying the Note when the same shall become due and payable; or

Upon such payment as provided by this section, all liability of the School District with respect to the Note shall cease and be completely discharged.

Section 11. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. All resolutions and orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 13. This Resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.



Passed and approved on \_\_\_\_\_, 2018.

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President, Board of Directors

Attest:

\_\_\_\_\_  
Board Secretary

Item 11c

Object: Discussion of Potential Reductions for 2018-19

Background: We will have several options prepared for you to review and discuss. We will need to reduce our budget by approx. \$50,000 to meet our target.